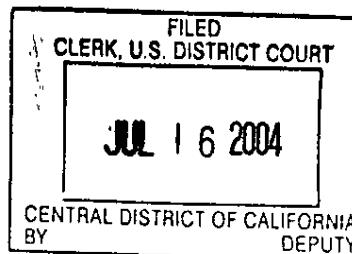


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5 Attorneys for Plaintiffs
 6 FONOVIDA, INC.; BMG MUSIC; and
 7 WARNER BROS. RECORDS INC.

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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

11 FONOVIDA, INC., a California
 12 corporation; BMG MUSIC, a New
 13 York general partnership; and
 14 WARNER BROS. RECORDS INC., a
 15 Delaware corporation,

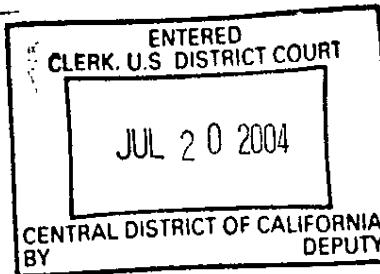
Plaintiffs,

16 vs.
 17 ROSS PLANK,

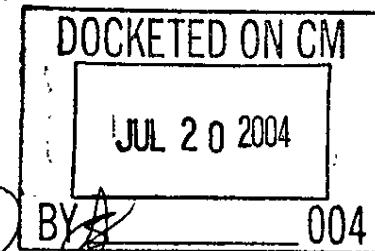
Defendant.

Case No.: CV03-6371 DT (FMOx)
 Hon. Dickran Tevrizian

**[PROPOSED] JUDGMENT AND
 PERMANENT INJUNCTION**



- Docketed
- Copies / NTC Sent
- JS - 5 / JS - 6
- JS - 2 / JS - 3
- CLSD



1 The Court, having considered the Stipulation to Judgment and Permanent
2 Injunction executed by the parties,

3

4 IT IS ORDERED AND ADJUDGED THAT:

5

6 1. Plaintiffs have alleged that Defendant distributed (including by
7 uploading) and/or reproduced (including by downloading) via the Internet or an
8 online media distribution system copyrighted sound recordings owned or
9 controlled by the Plaintiffs, without Plaintiffs' authorization, in violation of 17
10 U.S.C. § 501. Defendant admits that he, without the authorization of the Plaintiffs,
11 unlawfully uploaded and/or downloaded certain of Plaintiffs' copyrighted works,
12 and, thereby, committed copyright infringement.

13

14 2. Defendant shall pay to Plaintiffs in settlement of this action the total
15 sum of \$10,800.00.

16

17 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and
18 service of process fee) in the amount of \$200.00.

19

20 4. Defendant shall be and hereby is enjoined from directly or indirectly
21 infringing Plaintiffs' rights under federal or state law in any sound recording,
22 whether now in existence or later created, that is owned or controlled by Plaintiffs
23 (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs'
24 Recordings"), including without limitation by:

25

26 a. using the Internet or any online media distribution system to
27 reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute
28 (i.e., upload) any of Plaintiffs' Recordings, or to make any of

1 Plaintiffs' Recordings available for distribution to the public, except
2 pursuant to a lawful license or with the express authority of Plaintiffs;
3 or
4

5 b. causing, authorizing, permitting, or facilitating any third party to
6 access the Internet or any online media distribution system through
7 the use of an Internet connection and/or computer equipment owned
8 or controlled by Defendant, to reproduce (i.e., download) any of
9 Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs'
10 Recordings, or to make any of Plaintiffs' Recordings available for
11 distribution to the public, except pursuant to a lawful license or with
12 the express authority of Plaintiffs.

13
14 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant
15 and/or any third party that has used the Internet connection and/or computer
16 equipment owned or controlled by Defendant has downloaded without Plaintiffs'
17 authorization onto any computer hard drive or server owned or controlled by
18 Defendant, and shall destroy all copies of those downloaded recordings transferred
19 onto any physical medium or device in Defendant's possession, custody, or control.

20
21 5. Defendant irrevocably and fully waives notice of entry of the
22 Judgment and Permanent Injunction, and understands and agrees that violation of
23 the Judgment and Permanent Injunction will expose Defendant to all penalties
24 provided by law, including for contempt of Court.

25
26 6. Defendant irrevocably and fully waives any and all right to appeal this
27 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or
28

SCANNED

1 obtain a new trial thereon, or otherwise to attack in any way, directly or
2 collaterally, its validity or enforceability.

3

4 7. Nothing contained in the Judgment and Permanent Injunction shall
5 limit the right of Plaintiffs to recover damages for any and all infringements by
6 Defendant of any right under federal copyright law or state law occurring after the
7 date Defendant executes the Stipulation to Judgment and Permanent Injunction.

8

9 8. Defendant shall not make any public statements that are inconsistent
10 with any term of the Stipulation to Judgment and Permanent Injunction.

11

12 9. The Court shall maintain continuing jurisdiction over this action for
13 the purpose of enforcing this final Judgment and Permanent Injunction.

14

15 DATED: JUL 16 2004

16 By: DICKRAN TEVRIZIAN
17 Hon. Dickran Tevrizian
18 United States District Judge

19

Presented by:

20

DATED: Karin Pagnanelli

21

KARIN PAGNANELLI (State Bar No. 174763)
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and not a party to the within action; my business address is Mitchell Silberberg & Knupp LLP, 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683.

On July 15, 2004, I served the foregoing document(s) described as [PROPOSED] **JUDGMENT AND PERMANENT INJUNCTION** on the parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows, and taking the action described below:

Wendy Seltzer, Esq.
Electronic Frontier Foundation
454 Shotwell Street
San Francisco, CA 94110

- BY FAX:** In addition to placing a copy of the document in a sealed envelope, I sent a copy of the above-described document(s) via telecopier to the individual set forth above, at the facsimile telephone number set forth above
- BY OVERNIGHT MAIL:** I deposited the above-described document(s) with _____ in the ordinary course of business, by depositing the document(s) in a box regularly maintained by _____ or delivering the document(s) to an authorized driver for the carrier, in an envelope designated by the carrier with delivery fees provided for, addressed as shown above.
- BY PERSONAL DELIVERY:** I caused personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth above.
- BY PLACING FOR COLLECTION AND MAILING:** I sealed and placed the envelope(s) for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683 in the ordinary course of business.

Executed on July 15, 2004, at Los Angeles, California.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Sunni Donmoyer